

## MEMORANDUM OF UNDERSTANDING

between

Fauquier County Sheriff's Department,  
Fauquier County, Virginia  
and the  
Warrenton Training Center

This memorandum sets forth procedural obligations for the Fauquier County Sheriff's Department (FCSD) and the Department of the Army, US Army Element, Warrenton Training Center (WTC), National Communications System allowing Fauquier County, under the auspices of the FCSD, to remove the existing dual communications tower and to construct a communications tower and building, as defined below, and to install, maintain, and operate communications equipment at the WTC's Station B facility. In consideration of the mutual covenants contained herein, the parties hereto agree that:

1. WTC grants Fauquier County permission, revocable and terminable as hereafter provided, to remove the existing dual communications tower, all guyed cables and deadmen anchors, backfill and seed the areas and construct a self-supporting, non-guyed replacement communications tower with supporting communications Equipment Storage Building with a generator and fuel tank to support FCSD and the Fauquier County Emergency Medical Services radio communications equipment and associated antennas. No other organizations or agencies may have access to or place equipment on the tower without Director, WTC concurrence.
2. All aspects of the existing tower's demolition, relocation of existing communications equipment, construction of the replacement tower and associated equipment and equipment storage building and power requirements must be coordinated with and approved by a designated project representative of the WTC's Facility Services Branch (FSB). FCSD and Fauquier County shall submit 30 percent, 60 percent, 90 percent and 100 percent pre-construction design plans to FSB for review and recommendations.
3. Approved FCSD and Fauquier County personnel and their contractors shall be permitted access to the WTC Tower and Equipment Storage Building for official purposes only. Access requests must be coordinated in advance with the WTC Security Branch and FSB. FCSD shall not be permitted to use the WTC Tower for any other purpose, modify or expand the agreed upon use of the WTC Tower and Equipment Storage Building without prior approval of the Director, WTC.
4. This memorandum becomes effective upon signature of the parties. This memorandum shall have an initial term of five years, and shall thereafter automatically renew for one-year terms on the anniversary date of execution unless cancelled in accordance with the procedures outlined herein. National Security requirements may dictate immediate revocation by the WTC during the initial term or any renewal thereafter. All reasonable accommodations will be considered before revocation. After the initial term, this agreement may be cancelled by the Director, WTC, the FCSD, or a Fauquier County representative upon written notice six months in advance of the proposed termination date. Upon notification of revocation for National Security reasons or by the termination date, FCSD agrees to remove FCSD equipment and antennas at its own expense and to repair damage to WTC US Government property or facilities as a result of FCSD's use pursuant to this agreement.
5. FCSD shall make no rental payments. FCSD will pay all demolition of the existing tower, construction, installation, maintenance and operational charges associated with the replacement tower, Equipment Storage Building and its equipment. The WTC will not fund any aspect of this project nor be held liable for charges or agreements between the FCSD or Fauquier County and other parties.

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6. WTC and its parent organizations shall not be liable for injury or damage to any non-federal employee person or property occurring on WTC property unless caused by or resulting from negligence of the US Government, its agents or employees, but only as provided for under the Federal Torts Claims Act which shall be the sole remedy of any non-federal employee claimant. FCSD assumes liability for all claims and/or liability for personal and property damages arising out of acts, omissions, and/or negligence of FCSD, its employees or agents.

7. FCSD will assume the responsibility for handling and coordinating the registration and licensing with the Federal Communications Commission (FCC), and for obtaining the Federal Aviation Agency (FAA) determination of "no hazard" and regular tower inspections and certifications of safety.

8. WTC shall retain pre-approval authority of all antenna and equipment placed on the WTC Tower for the purposes of tower loading and frequency interference reasons. Fauquier County shall pay all design and tower up-grade costs associated with placing additional county equipment on the tower. Fauquier County shall pay all costs for maintaining the tower, building, generator, fuel oil and other related expenses.

9. FCSD and Fauquier County shall comply with all WTC requirements and procedures for gaining access to WTC, the WTC Tower and Equipment Storage Building.

10. While this MOU attempts to accommodate all possible situations, it is acknowledged that situations will arise that are outside the general scope of this MOU. It is incumbent upon both parties to discuss these circumstances and reach a mutually agreeable resolution. The parties will review this MOU as needed and changes written as addenda.

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**AGREED:**

\_\_\_\_\_  
Chairman, Fauquier County Board  
Of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fauquier County Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Warrenton Training Center

\_\_\_\_\_  
Date

**NOTARY PUBLIC IN BEHALF OF the Chairman, Fauquier County Board of Supervisors:**

Subscribed and sworn to me, in my presence, this \_\_\_\_\_ day of \_\_\_\_\_ 2002, a Notary Public  
in and for the Commonwealth of Virginia.

\_\_\_\_\_  
Name

My commission expires: \_\_\_\_\_

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**NOTARY PUBLIC IN BEHALF OF the Fauquier County Sheriff:**

Subscribed and sworn to me, in my presence, this \_\_\_\_\_ day of \_\_\_\_\_ 2002, a Notary Public  
in and for the Commonwealth of Virginia.

\_\_\_\_\_  
Name

My commission expires: \_\_\_\_\_

**NOTARY PUBLIC IN BEHALF OF the Director, Warrenton Training Center:**

Subscribed and sworn to me, in my presence, this \_\_\_\_\_ day of \_\_\_\_\_ 2002, a Notary Public  
in and for the Commonwealth of Virginia.

\_\_\_\_\_  
Name

My commission expires: \_\_\_\_\_